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that the fire was caused by inflammable material on the right of way of the company, or by fire spreading from the right of way, the burden of proving negligence is on the plaintiff. But where the plaintiff has shown that his property was set on fire by sparks from the engine, and the right to recover is based on the negligence of the railroad company in using engines with defective apparatus or equipments, or in negligently and unskillfully managing its engines, the presumption of negligence arises at once, and the burden is on the company to overcome that presumption.

6. RAILROADS—*Fires—Evidence of other recent fires.* Where the question is whether a fire originated from sparks emitted by defendant's engines, evidence of the emission of sparks by defendant's engines at other times near the time of the accident is admissible as tending to prove that the fire was caused by defendant's engines, and also as tending to show a negligent habit on the part of defendant's agents and employees.

CROMWELL V. COMMONWEALTH.—Decided at Staunton, September 23, 1897.—*Harrison, J.*

1. ELECTORAL BOARDS—*Mandamus—Contempt—Habeas corpus.* The members of an electoral board may be compelled by *mandamus* to perform the duties imposed upon them by law, and for failure to obey a peremptory *mandamus* may be punished for their contempt. The proceedings for contempt cannot be reviewed in the Court of Appeals on application for a writ of *habeas corpus*.

MUTUAL FIRE INSURANCE CO. OF LOUDOUN COUNTY V. WARD.—Decided at Staunton, September 27, 1897.—*Keith, P.*

1. INSURANCE—*Knowledge of agent.* An insurance agent who is authorized to receive and accept proposals for risks, to fix premiums, to receive payment, and to issue a receipt which shall constitute the person to whom it is issued a member of the company and act as insurance upon his property until such time as the application shall be laid before the executive committee or board of directors and be acted upon by them, is such an agent of the company that his knowledge, within the scope of his business as such agent, is the knowledge of the company.

2. INSURANCE—*Presumption as to powers of agent—Uncommunicated limitations.* In the absence of evidence to the contrary, the assured has the right to presume that the powers of the agent of an insurance company who solicits his insurance, fills out the application, receives the premiums and issues a receipt therefor which is to act as temporary insurance until his application is passed upon by the company, are co-extensive with the business entrusted to his care. This presumption cannot be overcome by proof of limitations on the powers of the agent not communicated to the assured.

3. INSURANCE—*What knowledge of agent binds company—Facts relating to the risk, communicated to such an agent of an insurance company, as is described in the case at bar, before or at the time of issuing the policy in suit, bind the company, whether communicated to it by such agent or not.*

4. INSURANCE—*Clause against "other insurance"—Effect of agent's knowledge of "other insurance"—Estoppel.* Notwithstanding the provision in an insurance